Bruhat Bengaluru Mahanagara Palike

TENDERS FOR THE WORK OF

Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water Security and Resilience Program (KWSRP) With Externally Funded Project (World Bank) in BommanahalliZonePackage-01 (31 Works)

On Item Rate Basis under Two Cover System
(Short Term Tender Notification)
(Through GOK, http://kppp.karnataka.gov.in/kppp)

Tender Reference	:	No. EE/SWD/BMZ/TEND/02/2024–25, Date: 10-03-2025
Availability of Tender Document	:	From 11/03/2025 onwards in the Karnataka Public Procurement Portal
Last Date for Uploading the Filled Tender Document	:	**15.04.2025** up to **17.30 hours**
Time and Date of Opening of Technical Bid of Tenders	:	**16.04.2025** by **17.30 hours**
Place of Opening of Technical Bid of Tenders	:	Executive Engineer, Storm Water Drain –Bommanahalli zone, 9th floor, Shopping Complex Jayanagara 4th Block, Bangalore-560 011
Time and Date of Opening of Financial Bid of Tenders	:	Will be intimated to the Qualified Tenderers
Place of Opening of Financial Bid of Tenders	:	Will be intimated to the Qualified Tenderers
Address for Communication	:	Executive Engineer, Storm Water Drain –Bommanahalli zone, 9th floor, Shopping Complex Jayanagara 4th Block, Bangalore-560 011

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SECTION 1:
INVITATION FOR TENDERS (IFT)

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer, SWD-Bommanahalli Zone, 9th Floor Jayanagar Shopping Complex, 4th Block Jayanagara, Bangalore-560011

No:EE/SWD/BMZ/Tend/02/2024-25 Date: 10/03/2025

INVITATION FOR TENDER (IFT)

(Through **KPP Portal** only)

TWO COVER SYSTEM

1. **The Executive Engineer SWD-Bommanahalli Zone**, **BBMP, Bangalore** invites tenders from eligible Contractors registered in Bruhat Bangalore Mahanagara Palike or equivalent registration with CPWD / KPWD / Railways / MES /National Highway or any State Government Organizations for the construction of works detailed in the table below. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderer's to qualify for award of the contract (Standard Tender Document -KW4).

2. Tender documents may be downloaded from Government of Karnataka KPPP (Karnataka Public Procurement Portal) website https://kppp.karnataka.gov.in under login of Contractors from 11.03.2025.

3. Tenders must be accompanied by Earnest Money Deposit which shall be paid online through e-Procurement portal.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published KPP Portal. First Cover Tenders will be opened at prescribed time and date in the KPP Portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, SWD-Bommanahalli Zone, 9th Floor Jayanagar Shopping Complex, 4th Block Jayanagara, and Bangalore-560011.Other details can be seen in the tender documents.

Sl. No.	Name of work	Approximate Value of work (in Lakhs)	Eligibility	EMD Amount (Rs. In Lakhs)	Cost of Tender Document	Period of Completion
1	Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water	**Rs.16350.39 Lakhs** (Excluding GST)	Class – I	Total EMD Rs.1,00,000.00 through KPP Portal and Rs. 1,62,50,393.00 Lakhs through BG in favour of EE-SWD-	As per KPP portal	24 Months (Including monsoon)

Sl. No.	Name of work	Approximate Value of work (in Lakhs)	Eligibility	EMD Amount (Rs. In Lakhs)	Cost of Tender Document	Period of Completion
	Security and Resilience Program (KWSRP) With Externally Funded Project (World Bank) in BommanahalliZonePackage-01 (31 Works)			Bommanahalli Zone)		

Calendar of events:

- Pre-Bid Meeting is on **28.03.2025** at **16.00 hours** at Office of the Chief Engineer, Storm Water Drain,BBMP,9th floor, Jayanagara Shopping Complex, 4th Block, Jayanagara, Bangalore-560011.
- Last Date for receipt of Tenders is on **15.04.2025** up to **17.30 hours.**
- Date of Opening of the bid is on **16.04.2025** by **17.30 hours** or next working day.
- Date of Opening of the financial bid will be intimated to technically qualified contractor successful bidder in KPP portal.

Note:-

A. The bids are to be submitted in the electronic tendering system only. The tender comprises two cover systems Technical Bid and Financial Bid. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.

B. Tender documents may be downloaded from Government of Karnataka, KPPP website https://kppp.karnataka.gov.in under login for contractors.

C. Contractor can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://kppp.karnataka.gov.in after submitting the EMD and tender processing fee in the form of e-payment.
EMD of the unsuccessful bidders will be refunded only after issue of LOA of successful bidder.

D. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also, all scanned copies should be clearly visible and attested).

E. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the bid.

F. The Bruhat Bengaluru Mahanagara Palike, Bengaluru reserves the right to accept / reject any or all tenders without assigning any reasons.

G. Corrigendum's / modifications / corrections, if any, will be published in the website only.

H. Further details of the work can be obtained in the Office of the Executive Engineer, Storm Water Drain –Bommanahalli zone, 9th floor, Shopping Complex Jayanagara 4th Block, Bangalore-560 011.On all working days between 10:30 hours to 17:30 hours.

I. GOK KPPP https://kppp.karnataka.gov.in for registration and e-payment details contact KPPP Helpdesk at +91-8046010000, +91-8068948777

-Sd/-
Executive Engineer,
Storm Water Drain, Bommanahalli Zone

Bruhath Bengaluru Mahanagara Palike

1. Copy Submitted to the Hon'ble Administrator, BBMP for kind information.
2. Copy Submitted to the Hon'ble Chief Commissioner, BBMP for kind information.
3. Copy Submitted to the Special Commissioner (Project) / Engineer- in- Chief, BBMP for kind information.
4. Copy submitted to the all-Zonal Commissioners / Joint Commissioners, BBMP for kind information.
5. Copy submitted to Engineer- in- Chief designated Chief Engineer, SWD, BBMP for kind information.
6. Copy submitted to All Zonal Chief Engineer, BBMP for information to display in notice board.
7. Copy to C.A.O., BBMP for kind information.
8. Copy to I.T. Advisor, BBMP to publish in the BBMP Website.
9. Copy to All Executive Engineers, (SWD), and BBMP for necessary action with a request to publish in their notice boards.
10. Copy to Public Relation Officer, BBMP for information and to publish in two leading National News papers in Kannada and English.
11. Office Copy.

Executive Engineer,
Storm Water Drain, BommanahalliZone
Bruhath Bengaluru Mahanagara Palike

Disclaimer

The information contained in this Tender document or subsequently provided to Tenderer(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or consultants/ advisors, is provided to Tenderer(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is neither an offer nor initiation by the Employer to the prospective Tenderers or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in making their financial proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived by the Employer in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Tenderer may require. This Tender document may not be appropriate to all persons, and it is not possible for the Employer, its employees or consultants/ advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements, and information contained in all sections of this Tender document may not be complete, accurate, adequate, or correct. Each Tenderer should, therefore, conduct its own investigations and analyses and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this Tender document to the Tenderer(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for an interpretation or opinion on law expressed herein.

The Employer, its employees and consultants/ advisors make no representation or warranty and shall have no liability to any person, including any Tenderer under the law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way for participation in this Tender Stage.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Tenderer upon the statements contained in this Tender document. The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this Tender document.

The issue of this Tender document does not imply that the Employer is bound to select a Tenderer or to appoint the selected Tenderer, as the case may be, for the Project and the Employer reserves the right to reject all or any of the Tenderers or Tenders without assigning any reason whatsoever.

The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Tender including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Tender. All such costs and expenses will remain with the Tenderer and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Tender, regardless of the conduct or outcome of the Tendering Process.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, statement, assessment, or assumptions contained in this RFP. Intimation of discrepancies in the RFP document, if any, should be given to the Authority immediately by the Tenderer. If no written communication is received by the Employer, it shall be deemed that the Tenderer has understood the contents of this RFP in all respects.

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Tenderers are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Tender. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Tenderer towards any officer/employee/ consultant/ advisor of the Employer or to any other person in a position to influence the decision of the Employer for showing any favor in relation to this RFP or any other contract, shall render the Tenderer(s) to such liability/penalty as the Employer may deem proper, including but not limited to rejection of the Tender of the Tenderer and forfeiture of its Tender Security.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The Bruhat Bengaluru MahanagaraPalike (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

2.2 The Tenderers participating in the World Bank financed Karnataka Water Security and Resilience Program[1] procurement activities shall submit a self-declaration stating that the firm is not subject to ineligibility or has not been sanctioned under (i) the World Bank system of debarment and cross-debarment. The list of ineligible firms or individuals may be accessed at the following websites: https://www.worldbank.org/debarr

2.3 Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or regulations in the previous Five Financial Years[2].

2.4 Conflict of Interest: The consultants who prepared the Detailed Project Reports or the Terms of Reference (TOR) for supervision consultancy are not eligible to tender for Works and Goods.

2.5 Tenders not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution

2.6 Tenderer are not eligible with consistent history of court/arbitral award decisions against the Tenderer since 1st April 2020 [Please furnish the details in the form provided in 1.13]

2.7 **Tenders from Joint Ventures / Consortia are not acceptable.**

3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 to qualify for award of this contract, each tenderer in its name should have in the last five years i.e. 2019–20 to 2023–24

a. achieved in at least two financial years a minimum financial turnover **of the project cost excluding gst that is amount put to tender in all classes of civil engineering construction works only)** of **rs.32700.78** lakhs further, the financial turnover of the previous years shall be given a weightage of 10% per year to bring them to the price level of 2023 – 24.

b. Should not have undergone Financial Loss in the last five Financial Years. In support of this, the Tenderer shall submit Reports on the Financial Standing of

[1] https://projects.worldbank.org/en/projects-operations/project-detail/P506272

[2] The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

c. Mandating satisfactorily completed (at 50% of the contract value) as a prime contractor in **similar nature of single work value not less than Rs. 8175.19 lakhs (50%)** of the tender value. Similar nature of work means the contractor should have completed (at 90% of the contract value) the work specialized in construction of **Storm Water Drain, Canal works, flood protection works, aquaduct works, irrigation channels, Railway bridges etc.**The intending bidder should support there claims by submitting final bill/pre final bill/ completion certificate / work done certified on yearly basis by the Authority not less than the rank of Executive Engineer. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited)

d. The intending renderer should submit work done certificates for the following nature of work executed in any one financial year (for a continuous period of 12 Months) in the last five years, the following minimum quantities of work: (usually 80% of the peak annual rate of construction)

Sl No	**Particulars**	**Quantities**
1	Earthwork Excavation	309836.34Cum
2	RMC M25/M30 Grade	62400.72 Cum
3	TMT Steel	5182.84 Tonnes

In support of this, the Tenderer shall furnish Work done Certificate by mentioning the Executed Quantity in one Financial Year duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid.

3.3 Each Tenderer should further demonstrate.

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, Tenderer applying for more than one Package shall demonstrate the resource separately for each package.

Sl No	**Equipment**	**No/Capacity**	
		Own	**Lease/ Hire**
1	**Chain Excavator**	5 No	5 No
2	**JCB/Earth Mover**	3No	3 No
3	**Dewater Pump**	5 No	5 No
4	**Tipper**	5 No	5 No
5	**Water Tanker**	3No	2 No

Successful tenderer should provide site office with electricity and water facility and bidder should own **RMC plant**

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs.4905.11 Lakhs**

c. (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).

d. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed Available Tender Capacity = (A*N*1.5 – B)

Where

A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2023 –24 Price Level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. 24 months.

B = Value, at 2023 – 24 Price Level, of existing commitments and ongoing works to be completed during the next 24months.

Note: *The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers' meet the above Criteria, they are subject to be disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History or

Financial Failures, etc. and /or

- Participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine the Site of Works and its Surroundings and obtain all Information that may be necessary for preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. Content of Tender Documents

7.1 The Tender Documents shall have all the Sections given in Page 2.

8. Clarification of Tender Documents

8.1 **Refer Clause No. 8.2 below**.

8.2 **Pre-Tender Meeting**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a **Pre Tender Meeting, which will take place at the Office of the Chief Engineer (Storm water Drain), Bruhat Bengaluru Mahanagara Palike,9th floor, shopping complex, 4th block,Jayanagar on28.03.2025 at 16.00 hours.**

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 **The Tenderer is requested to submit any Questions in Writing or by KPP Portal to reach the Employer not later than 26-03-2025 upto 17:30 Hrs.**

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. Amendment of Tender Documents

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 **Technical Bid**

a. Earnest Money Deposit.
b. Qualification Information as per Formats given in Section 3.

10.1.2 **Financial Bid**

a. The Tender (in the format indicated in Section 4).
b. Priced Bill of Quantities (Section 9).

and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and Words)**Excluding GST** for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities**.

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less than One Hundred and Eighty (180) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in

the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount is Rs. 1,63,50,393.00 only (Rs.1,00,000.00 is paid through KPP Portal and Rs. 1,62,50,393.00 Lakhs through BG in favour of EE-SWD-Bommanahalli Zone). EMD Amount of Rs.1,00,000.00 shall be paid in the Karnataka Public Procurement Portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into Karnataka Public Procurement portal System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer’s Bank Account to GOK’s Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer’s Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer’s Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the Karnataka Public Procurement Portal System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the Karnataka Public Procurement Portal Website (http//**kppp.karnataka.gov.in/kppp**), the Tenderer will need to log into Karnataka Public Procurement Portal System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number

has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1,00,000.00shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and of Rs 1,62,50,393.00EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than One Hundred and eighty(180) days after the date of tender submissionas specified in Clause 12. The scanned copy of the Bank Guarantee shall be uploaded with the Technical Bid. Further, the Original Bank Guarantee shall be submitted to the Office of the **Executive Engineer** Office of the Executive Engineer, SWD-Bommanahalli Zone, 9th Floor Jayanagar Shopping Complex, 4th Block Jayanagara, Bangalore-560011
by 15-04-2025 within 17.30Hrs.

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of Karnataka Public Procurement Portal itself (http://kppp.karnataka.gov.in/kppp). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer (Project Central – 3). Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the Employer.

16. Deadline for Submission of the Tenders

16.1 **Tenders must be received by the Employer at the Website Address specified above no later than 15-04-2025upto 17:30 Hrs.**

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the Karnataka Public Procurement Portal.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the Karnataka Public Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend at **17:30 Hrs on 16-04-2025 in the Office of the Executive Engineer (SWD- Bommanahalli Zone).** In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the Karnataka Public Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including

Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) Where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and (b) where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.7 (b).

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows.

a. making any Correction for Errors pursuant to Clause 24; and

b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. AwardCriteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject Any or All Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions ofContract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 20 days following the Notification of Award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 15 days of Receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker’s Cheque / Demand Draft / Pay Order in favor of “The Chief Commissioner, BBMP, Bengaluru” payable at Bengaluru or
- A Bank Guarantee in the Form given in Section 10.
- Specified Small Saving Instruments pledged to “The Chief Commissioner, BBMP, Bengaluru”.

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

30. Advance Payment and Security

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

31. Corrupt or Fraudulent Practices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone / Mobile Number
f. email Address:

1.3 Particulars of the Authorized Signatory of the Tenderer

a. Name
b. Designation
c. Address
d. Telephone / Mobile Number

1.4 Total Value of Civil Engineering Construction Works Executed and Payments received in the last five years (in Rs. Lakh)

2019 – 20 _____
2020 – 21 _____
2021 – 22 _____
2022 – 23 _____
2023 – 24 _____

[Attach Certificate from Chartered Accountant]

1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

Project Nam	Name of Employ	Description of Work	Contract Numbe	Value of Cont	Date of Issue	Specified Period	Actual Date of Completio	Remarks explaining

e	er		r	ract in Rs. Lak h	of Work Order	of Comple tion	n	Reasons for Delay in Completi on of Work
1	2	3	4	5	6	7	8	9

1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.4 above.

Year	Name of Work	Name of Employe r	Quantity of Work Performed[1]		Remarks (Indicate Contract Reference)
			Item	Quantity	
2019 – 20			Earthwork Excavation		
			RMC M25/M30 Grade		
			TMT Steel		
2020 – 21					
2021 – 22					
2022 – 23					
2023 – 24					

[1] Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) <u>Existing Commitments and On Going Works</u>

Descript ion of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contrac t (Rs. Lakh)	Stipulat ed Period of Complet ion	Value of Works[2] remaini ng to be Complet ed (Rs.	Anticipat ed Date of Completi on

						Lakh)	
1	2	3	4	5	6	7	8

[2] Attach Certificates from Employer in charge

(B) Works for which Tenders already submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.8. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[3]			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

[3] The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

Qualification and experienceofKey Personnelproposedto be deployedfor executionoftheContract.

Sl. No	**Name**	**Nos**	**Qualification**	**Total Experience**	**Working with theTenderersince.**
1	2	3	4	5	6
1	Project Engineer	1	BE, Civil	10 yrs	
2	Supervisor	3	Dip. Civil	6yrs	
3	Site Engineer	6	Dip. Civil	3yrs	

The Key Personnel must be on full time basis on-ground for the work on

hand and shall not be engaged for other works.

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

a. Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

Statement I: SELF DECLARATION

I/WE (Tenders name).....havegonethroughcarefullyalltheTender ConditionsandsolemnlydeclarethatI/ wewillabidebyanypenalactionsuchasdisqualification or blacklisting or determination of contract or any other action deemed fit,takenby,theDepartmentagainstus,ifitisfoundthatthestatements,documents,certificatesproducedbyus arefalse/fabricated.

I / WE hereby declare that I / WE have not been blacklisted / debarred / Suspended /demotedinanydepartmentinKarnatakaorin anyState or the Government of India or World Bank duetoanyreasons.

I / WE hereby declare that I/We have not been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV) or health or safety requirements or safeguard in the past five years.

I / WE hereby declare that I/We will ensure that the personnel employed by us sign and comply with the Tender Conditions throughout the contract duration.

SignatureoftheTenderer

STATEMENT II:

Financial Situation and Performance (Tendere shall submit this documents with help of financial consultants)

Tenderer'sName:

Date:

Financialdata

Type of Financial information in(currency)	**Last 5 Years (2019-20 to 2023-24)**				
	Year1	**Year2**	**Year3**	**Year4**	**Year5**
StatementofFinancialPosition(InformationfromBalanceSheet)					
TotalAssets(TA)					
TotalLiabilities(TL)					
TotalEquity/ NetWorth(NW)					
CurrentAssets(CA)					
CurrentLiabilities(CL)					
WorkingCapital(WC)					
InformationfromIncomeStatement					
TotalRevenue(TR)					
ProfitsBeforeTaxes(PBT)					
CashFlowInformation					
Cash Flow from OperatingActivities					

Financial consultant Contractor

STATEMENTIII:

BANKER'S CERTIFICATE

This is to certify that M/s. _____ is a reputed Company with a good Financial Standing. If the Contract for this work, namely _____ (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _____ to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank,
Senior Bank MangerAddress

Note: No Change in the above Bank Certificate Format is acceptable.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work[4]

[4] Attach Certificate from the respective Employers.

c. Information on Litigations in which the Tenderer is involved.

Non-Performed Contracts in accordance with the ITB 2 Eligibility			
☐ Contract non-performance did not occur since 1st January *[insert year]* ☐ Contract(s) not performed since 1st January *[insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance the ITB 2 Eligibility			
☐ No pending litigation ☐ Pending litigation.			

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

d. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

Statement I: SELF DECLARATION

I / WE.....have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Karnataka or in any State or the Government of India or World Bank, due to any reasons.

I / WE hereby declare that I/We have not been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV) or health or safety requirements or safeguard in the past five years.

I / WE hereby declare that I/We will ensure that the personnel employed by us sign and comply with the Code of Conduct (E&S) throughout the contract duration.

Signature of the Tenderer

STATEMENT II: Financial Situation and Performance

Tenderer's Name: _

Date: _

Financial data

Type of Financial information in (currency)	**Historic information for previous 5 years preceding the year of tender call, (amount in currency, currency, exchange rate, INR equivalent)**				
	Year 1	**Year 2**	**Year 3**	**Year4**	**Year 5**
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (INR equivalent)
1		
2		
3		

2. Financial documents

The Tenderer and its parties shall provide copies of financial statements for *five (5)* years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) Reflect the financial situation of the Tenderer, and not an affiliated entity (such as parent company or group member).

(b) Be independently audited or certified in accordance with local legislation.

(c) Be complete, including all notes to the financial statements.

(d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[1] for the *five (5)* years required above; and complying with the requirements

Signature of the Tenderer

[1] If the most recent set of financial statements is for a period

earlier than 12 months from the date of Tender, the reason for this should be justified.

STATEMENT III: Work Plan and Methodology

Insert proposed methodology, program of construction, equipment deployment plan duly supported with broad calculations justifying capability of execution and completion of work including following details:

a) Tenderers' appreciation of the Project
b) Tenderers' organization setup for the Project
c) Management of Design & Engineering services
d) Site Logistics & Plan for temporary infrastructure
e) Construction methodology
f) Proposed deployment of key personnel
g) Proposed deployment of Construction equipment
h) Proposed construction schedule
i) Quality control & Assurance system
j) Proposed source of material
k) Safety Plan (EHS Management Plan)
l) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks

STATEMENT 1V: Work Plan and Methodology

Insert proposed methodology, program of construction, equipment deployment plan dulysupported with broad calculations justifying capability of execution and completion of workincludingfollowingdetails:

m) Tenderers'appreciation of the Project

n) Tenderers’organization setup for the Project

o) Management of Design & Engineering services

p) Site Logistics & Plan for temporary infrastructure

q) Construction methodology

r) Proposed deployment of key personnel

s) Proposed deployment of Construction equipment

t) Proposed construction schedule

u) Quality control & Assurance system

v) Proposed source of material

w) Safety Plan (EHS Management Plan)

x) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks

Statement IV: Environmental and Social Performance Declaration

[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Tenderer, each member of a Joint Venture and each Specialized Subcontractor]

Tenderer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*
NIT No. and title: *[insert NIT number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification document			
☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. ☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (INR)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual*	*[insert amount]*

		abuse breaches]	
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
…	*…*	*[list all applicable contracts]*	*…*
Performance Security called by an employer(s) for reasons related to ES performance			
Year		Contract Identification	Total Contract Amount (INR)
[insert year]		Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*

Name of Contractor's Personnel: [insert name]
Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

Statement V: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

[The following table shall be filled in by the Tenderer, each member of a Joint Venture and each subcontractor proposed by the Tenderer]

Tenderer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
NIT No. and title: *[insert NIT number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
We: ¨ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ¨ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ¨ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ¨ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. ¨ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply

with SEA/ SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate].*

Name of Contractor's Personnel: [insert name]
Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

Statement VI: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ¨ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ¨ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ¨ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ¨ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. ¨ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____

Contract description:

_____

Brief summary of evidence provided:

_____

_____

Contact Information: (Tel, email, name of contact person):

_____

_____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above))** *[attach details as appropriate].*

_____

_____

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor

_____

Title of the person signing on behalf of the Subcontractor

_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water Security and Resilience Program (KWSRP) With Externally Funded Project [World Bank] in Bommanahalli Zone**Package-01** (31 Works).

To

Executive Engineer
SWD-Bommanahalli Zone,
9th Floor Jayanagar Shopping Complex,
4th Block Jayanagara,
Bangalore-560011

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].[5]

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

I/We agreed to keep the offer in this tender valid a period of 180 days mentioned in the tender and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government.

I/We hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and that I/We have made such examination of the Contract documents and the plans, specifications and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Employer/ Government/ Municipal based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the tender inviting authority in terms of Conditions of Contract

If upon written intimation to me/us by the tender inviting authority Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Authority or acceptance of my/our tender, and if I/We fail to make the EMD or to enter into the required agreement as defined in Conditions of Contract, then I/We agree the forfeiture of the Tender security. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time wherein due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Authority shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Name of the person duly authorized to sign the Tender on behalf of the Tenderer**[*insert complete name of person duly authorized to sign the*

Tender]

Title of the person signing the Tenderer: [*insert complete title of the person signing the Tender*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

Address:

[5] To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

[5] To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

Letter of Acceptance

(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

. This is to notify you that your Tender dated _____ for execution of the Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water Security and Resilience Program (KWSRP) With Externally Funded Project [World Bank] in Bommanahalli Zone**Package-01** (31 Works)..**No. EE/SWD/BMZ/TEND/02/2024–25, dated: 10-03-2025**for the Contract Price of Rupees (_____) [amount in both Words and Figures], as corrected and modified in Accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT for an amount of Rs. _____ within 15 days of the Receipt of this Letter of Acceptance valid upto 30 days from the Date of Expiry of Defects Liability Period i.e. upto _____ and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to Proceed with the Work

(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water Security and Resilience Program (KWSRP) With Externally Funded Project [World Bank] in Bommanahalli Zone**Package-01** (31 Works).for a Tender Price of Rs. _____. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This Agreement, made on the _____ day of _____ 20___, between _____ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and _____ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water Security and Resilience Program (KWSRP) With Externally Funded Project [World Bank] in Bommanahalli Zone**Package-01** (31 Works). **dated: 10-03-2025** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   i. Letter of Acceptance, Notice to proceed with the Works.
   ii. Contractor's Tender.
   iii. Contract Data.
   iv. Conditions of Contract (including Special Conditions of Contract).
   v. Specifications.
   vi. Drawings.
   vii. Bill of Quantities.
   viii. Minutes of Pre Tender Meeting and

ix. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of

Signed, Sealed and Delivered by the said _____
in the Presence of

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.
Compensation Events are those defined in Clause 38 hereunder.
The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.
The **Contract Data** defines the Documents and other Information, which comprise the Contract.
The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.
The **Contract Price** is the Price stated in the Letter of Acceptance and

thereafter as adjusted in accordance with the Provisions of the Contract.

Days are Calendar Days; **Months** are Calendar Months.

A **Defect** is any Part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the Party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.

Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.

Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.

The **Site** is the Area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.

A **Variation** is an Instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

(i) **'World Bank':** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(ii) **'Anti-Corruption Guidelines':** The World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015

(iii) "Sexual Exploitation and Abuse" "(SEA)" means the following:

(a) Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

(b) Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

(iv) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.

(v) "GBV" means Gender Based Violence

2. Interpretation

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

i. Agreement.
ii. Letter of Acceptance, Notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Bill of Quantities.
ix. Minutes of Pre Tender Meeting and
x. Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts. Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to General Conditions of Contract.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting

Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the BBMP from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

a. Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or

b. A Cause due solely to the Design of the Works, other than the

Contractor's Design; or

c. Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor
   i. Could not have reasonably foreseen; or
   ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures.
      - Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
      - Insure against such Loss or Damage.

12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;

b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and

c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory

Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any Information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify Queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer’s approval shall not alter the Contractor’s Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. Procedure for Resolution of Disputes

24.1 If the Contractor is not satisfied with the Decision taken by the Employer, the Dispute shall be referred by either Party to Arbitration within 30 days of the Notification of the Employer’s Decision.

24.2 If neither Party refers the Dispute to Arbitration within the above 30 days, the Employer’s Decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such Checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

31.3 The World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015 (World Bank's ACG for PforR) will be applicable to the this contract as provided at **Section XX** incorporated as a Section of the tender/proposal document) and these may also be accessed at *https://www.worldbank.org/en/programs/program-for-results-financing#3* If there is any inconsistency between the definitions of Corrupt and Fraudulent Practices and the World Bank's ACG for PforR, the definitions provided in the World Bank's ACG for PforR will take precedence.

32.0 **Procurement-related Complaints**

32.1 If a Tenderer wishes to make a **Procurement-related Complaint**, the Tenderer shall submit its complaint following the procedures (Section 16: Appeal of the KTPP Act and The Karnataka Transparency in Public Procurement Rules, CHAPTER - VII APPEALS 29: Appeal (2) The aggrieved tenderer shall submit online appeal within specified period to the Appellate Authority specified in tender schedule through the Karnataka Public Procurement Portal:

For the attention: *[insert full name of person receiving complaints]*

Title/position: *[insert title/position]*

Client: *[insert name of Client]*

Email address*: [insert email address]*

32.2 In summary, a Procurement-related Complaint may challenge any of the following :

1. the terms of this Tender;
2. the Client's decision to exclude a Tenderer from the procurement process before the award of the contract; and
3. The client's decision to award the contract.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the Quantity of the Work done at the Rate in the BOQ for each Item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the Progress of the Work by him.

a. Increase or decrease of any Item of Work included in the Bill of Quantities (BOQ).

b. Omit any Item of Work.

c. Change the Character or Quality or Kind of any Item of Work.

d. Change the Levels, Lines, Positions, Locations and Dimensions of any Part of the
Work.

e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and

f. Change in any Specified Sequence, Methods or Timing of Construction of any Part
of the Work.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 15 days of Request, it shall be deemed to be an Order in Writing by the Employer.

35. Payments for Variations

35.1 Payment for Increase in the Quantities of an Item in the BOQ upto 25% of that provided in the Bill of Quantities shall be made at the Rates quoted by the Contractor.

35.2 For Quantities in Excess of 125% of the Tendered Quantity of an Item as given in the BOQ, the Contractor shall be paid at the Rate entered in or derived from the Schedule of Rates (applicable for the Area of the Work and Current at the Time of Award of Contract) plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.3 If there is no Rate for the Additional, Substituted or Altered Item of the Work in the BOQ, Efforts would be made to derive the Rates from those given in the BOQ or the Schedule of Rates (Applicable for the Area of the Work and Current at the Time of Award of Contract) and if found Feasible, the Payment would be made at the Derived Rate for the Item plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.4 If the Rates for Additional, Substituted or Altered Item of Work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his Quotation for the Items supported by Analysis of the Rate or Rates claimed, within 7 days.

35.5 If the Contractor's Quotation is determined Unreasonable, the Employer may order the Variation and make a Change to the Contract Price which shall be based on Employer’s own Forecast of the Effects of the Variation on the Contractor's Costs.

35.6 If the Employer decides that the Urgency of Varying the Work would prevent a Quotation being given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no Circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of Rates for Items falling under this Clause.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 90 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. Payment is subject to Availability of the Grants and upon fulfilling the criteria mentioned in the DLI clause 45.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon Work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer’s Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer’s own Forecast. The Employer will assume that the

Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and
Other Taxes that the Contractor will have to pay for the Performance of this Contract.
The Employer will perform such Dutiesin regard to the Deduction of such Taxes at
Source as per Applicable Law.

40. Price Adjustment

40.1 Contract Price shall be adjusted for increase or decrease in rates and Prices of Labour, Materials, Fuels and Lubricants in accordance with the following Principles and Procedures and as per the Formulae given in the Contract Data.

a. The Price Adjustment shall apply for the Work done from the Date of Commencement upto the End of Original Period of Completion or Extensions granted by the Employer and shall not apply to Work carried out beyond the Stipulated Period of Completion for Reasons attributable to the Contractor.
b. Price Adjustment shall be admissible from the Date of Opening of Tenders (Original or Extended).
c. The Price Adjustment shall be determined during each quarter from the Formulae given in Contract Data.
d. Following Expressions and Meanings are assigned to the Work done during the quarter.

R = Total Value of Work done during the quarter. It will exclude Value for Works executed under Variations for which Price Adjustment (if any) will be worked out separately based on the Terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Provisions of this or other Clauses in the Contract, the Unit Rates included in the Contract shall be deemed to include Amounts to cover the Contingency of such other rise or fall in costs.

Price Adjustment Formula:

R = Value of Work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for Labour Component

i. Price Adjustment for increase or decrease in the Cost due to Labour shall be paid in accordance with the following Formula.

VL = 0.85 X PL / 100 X R X (Li – Lo) / Lo

Where

VL = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in Rates for Local Labour

Lo = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter preceding the Date of Opening of Tenders as published by the Labour Bureau, Ministry of Labour, Government of India

Li = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

PL = Percentage of Labour Component of the Work

Adjustment for Cement Component

ii. Price Adjustment for Increase or Decrease in the Cost of Cement Component procured by the Contractor shall be paid in accordance with the following Formula.

VC = 0.85 X PC / 100 X R X (Ci – Co) / Co

Where

VC = Increase or Decrease in the Cost of the Work during the Quarter under consideration due to Changes in the Rates for Cement

Co = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter preceding the Date of Opening of the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Ci = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PC = Percentage of Cement Component of the Work

Adjustment for Steel Component

iii. Price Adjustment for Increase or Decrease in the Cost of Steel procured by the Contractor shall be paid in accordance with the following Formula.

VS = 0.85 X PS / 100 X R X (Si – So) / So

Where

VS = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Steel

So = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter preceding the Date of Opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Si = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PS = Percentage of Steel Component of the Work

Adjustment of Fuel and Lubricant Component:

v. Price Adjustment for Increase or Decrease in the Cost of Fuel and Lubricants shall be paid in accordance with the following Formula.

VF = 0.85 X PF / 100 X R X (Fi – Fo) / Fo

Where

VF = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Fuel and Lubricants.

Fo = The Official Retail Price of High Speed Diesel (HSD) at the IOC / HPCL / BPL or Consumer Pump at Bangalore on the day 30 days prior to the Date of Opening of Bids.

Fi = The Official Retail Price of HSD at the IOC / HPCL / BPL or Consumer Pump at Bangalore for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

PF = Percentage of Fuel and Lubricant Component of the Work.

Note: For the Application of this Clause the Price of HSD has been chosen to represent Fuel and Lubricant Group.

Adjustment for Plant and Machinery Spares Component:

vi. Price Adjustment for Increase or Decrease in the Cost of Plant and Machinery Spares procured by the Contractor shall be paid in accordance with the following Formula.

VP = 0.85 X PP / 100 X R X (Pi – Po) / Po

Where

VP = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Plant and Machinery Spares.

Po = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter preceding the Date of Opening of Bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Pi = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter under consideration as

published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PP = Percentage of Plant and Machinery Spares Component of the Work.

Note: For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other Materials:

vii. Price Adjustment for Increase or Decrease in the Cost of other Materials other than Cement, Steel, Bitumen, Fuel and Lubricants procured by the Contractor shall be paid in accordance with the following Formula.

VM = 0.85 X PM / 100 X R X (Mi – Mo) / Mo

Where

VM = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Local Materials other than Cement, Steel, Bitumen, Fuel and Lubricants.

Mo = The All India Average Wholesale Price Index for all Commodities for the Quarter preceding the Date of Opening of Bids as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Mi = The All India Average Wholesale Price Index for all Commodities for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PM = Percentage of other Material Component (Other than Cement, Steel, Bitumen, Fuel and Lubricants) of the Work.

The following Percentages will govern the Price Adjustment for the entire Contract:

1. Labour – PL – 20.00
2. Cement – PC – 11.50
3. Steel – PS – 6.30
4. Fuel and Lubricants – PF – 5.00
5. Plant and Machinery Spares – PP 13.40
6. Other materials – PM – 43.80

TOTAL 100.0 %

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the

Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments:

42.1 Advance amount will be paid to the successful tenderer as per the percentage mentioned in the contract data.

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor.

The following are the advances propose

Nature of Advance	**Amount (Rs.)**	**Conditions to be fulfilled**
Mobilization & Machinery advance	5 % of the Contract price	(a) On submission of irreversible Bank Guarantee from local branch of Nationalized bank valued for full period of contract period (b) Drawn on or before Ninety (90) days from the signing ofthe agreement. (c) The contractor shall furnish Bank guarantees of 5% valid for full period of contract, (d) After equipment is

		brought to site with good working condition (provided the Engineer-in- charge shall Certify that the equipment is required for performance ofthe tender requirement after submission Equipment Document Invoices. RC Book etc..along with GPS Stamp Photos).

42.2 Repayment of advance payment for mobilization:

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 10 percent of the Contract Price or 12 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

42.3 The following events shall also be fundamental breach of the contract :

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC. The percentage to applyto the value of the work not completed representing the Employer's [50.1] additional cost for completing the Works shall be 30 percent

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

45. Price Adjustment:

45.1 Price adjustment clause is applicable for the works wherein the contract period exceeds 12 months .The contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data and as per GOK order FD 59 Pro Cell 2004, Bengaluru dated 26th November 2004 ,FD 3 PCL 2008 Bangalore, dated 21-11-2008 and subsequent amendments or clarifications issued from time to time.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

45.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

E. Finishing the Contract

46. Completion

46.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

47. Taking over

47.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

48. Final Account

48.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor’s Revised Account.

49. As Built Drawings and / or Operating and Maintenance Manuals

49.1 If “As Built” Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

49.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer’s Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

50. Termination

50.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

50.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
b. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
d. The Contractor does not maintain a Security which is required.
e. The Contractor has delayed the Completion of Works by the Number

of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and

f. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

50.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

50.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.

50.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

51. Payment upon Termination

51.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

51.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate, Less other Recoveries due in Terms of the

Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

52. Property

52.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

53. Release from Performance

53.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the Contractor.

1. **Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

1.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

1.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:

(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specification; and

(b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.

1.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

1.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

1.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.

1.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specification.

1.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.

1.8 *Supply of Foodstuff*s. The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

1.9 *Supply of Water*. The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

1.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

1.11 *Alcoholic Liquor or Drugs*. The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

1.12 *Arms and Ammunition*. The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

1.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

1.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual

under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

1.15 *Child Labor*. The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or

(d) transport of heavy loads;

(e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

1.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

1.17 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

1.18 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

1.19 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Works' .

As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

2. **Personnel and equipment:**

3.1 The Contractor shall employ the key personnel and use the equipment identified in its Tender, and **referred to in Contract Condition**, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Tender.

3.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or their work force, who:

a. persists in any misconduct or lack of care;

b. carries out duties incompetently or negligently;

c. fails to comply with any provision of the Contract;

d. persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

e. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;

f. has been recruited from the Employer's Personnel;

g. undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.

3.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them.

4. Contractor to Construct the Works including protection of environment and assurance of public health and safety, facilitate effective RAP

4.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager.

4.2.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising because of their methods of operation.

4.2.2 During continuance of the contract, the contractor and their sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the Sate or Central Government, or local authorities and other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the General Conditions of Contract.

2. **Compliance with Labour Regulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to

recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3. Protection of Environment

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. **Possession of the Site**

The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

5. The Tender Documents uploaded in the Karnataka Public Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there

are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of theDocument and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. The Work shall not be subcontracted.

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

12. **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

13. **Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

14. Inspection of Works

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices ofthe Intention ofthe Employer or his approved Representative as stated above tovisit the Works shall have been given tothe Contractor, either himself be present toreceive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, tobe present forthat Purpose.

15. **Foreign Exchange**
It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose ofEquipment, Plants, Machinery or Materials ofany kind or any other Items / Purposes required tobe carried out in Execution ofthe Work. It shall be clearly understood that no Foreign Exchange required forimporting Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

16. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

17. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

18. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

19. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor’s Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for

use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

20. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 1000/-** per Day for each day of Delay from

the Date of Notice issued to the Contractor on this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS: 3696 (Part I) – 1966 Safety Code for Scaffolds and Ladders
ii. IS: 3696 (Part II) – 1966 Safety Code for Scaffolds and Ladders, Part II Ladders
iii. IS: 3764 – 1966 Safety Code for Excavation Work
iv. IS 4081 – 1967 Safety Code for Blasting and Drilling Operations
v. IS: 4138 – 1977 Safety Code for Working in Compressed Air
vi. IS: 5121 Safety Code for Piling and other Deep Foundations
vii. IS: 5916 – 1970 Safety Code for Construction involving Use of Hot Bituminous Materials
viii. IS: 7293 – 1974 Safety Code for Working with Construction Machinery
ix. IS: 7969 –1975 Safety Code for Storage and Handling of Building Materials
x. Any other Code and / or as per directions of the Employer.

21. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the

Employer.

22. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

23. **No Waiving of Legal Rights and Powers**
The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

24. **Night Work**
For Completing the Work well within the Intended Completion Period, the Contractor is required towork in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have topay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions ofthe Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None ofthe Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing ofthe Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided

that the Provisions ofthis Condition shall not be Applicable in the case ofany Work which is customary to carry out by Rotation or in Double Shift.

26. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

27. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

28. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

29. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

31. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

32. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate

Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barricading and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

35 The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

36 At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

35. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

36. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual .

37 **Arbitration**(Clause Deleted).

38. **Quality Control Tests**

The Contractor shall arrange adequately equipped own Laboratory FacilitySet up at Sitefor Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

39. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision,Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide bythe Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

40. **Existing Services / Utility Lines**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course ofthe Execution ofthe Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part ofthe Site in a manner likely to hinder the Operation ofsuch Services.

41. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.

i. The Convenience of the public, or

ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or

of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.

d. Further the Contractor is liable to follow the rules and regulation stipulated by the traffic department without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Contractor will be held responsible.

e. The Contractor shall provide Skilled Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.

f. The Contractor shall provide Protection Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

42. ANTI CORRUPTION GUIDELINES in Combating Fraud and Corruption Program for Results Financing(Dated February 1, 2012 and Revised July 10, 2015)

General Principles

1. The Loan Agreement[1] providing for the Loan[2]governs the legal relationships between the Borrower[3] and the Bank[4] with respect to the Program[5] for which the Loan is made. The responsibility for the implementation of the Program under the Loan Agreement,includingthe primary responsibility for preventing and combating Fraud and Corruption, rests with the Borrower. TheBank, for its part, has a fiduciarydutyunder its ArticlesofAgreementto "make arrangementstoensurethattheproceedsofanyloanareusedonly forthepurposesforwhichthe loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations."[6]These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the Program as provided in the Loan Agreement.

2. Recognizing that Fraud and Corruption leads to wasted resources and undermines development effectiveness, the Bank and the Borrower agree that allindividualsandentities participating in the Programmust observe the highest standard of ethics and, specifically, that allsuchpersonsand

entitiesmusttakeallappropriatemeasurestopreventandcombat

FraudandCorruption, and refrain from engagingin Fraud and Corruption,in connectionwith the Program. In furtherance of these principles and purposes, the Bank and the Borrowerfurther agree and commit to undertaking the actions set out in these Guidelines for the purpose of preventing and combating Fraud and Corruption in connection with the Program.

[1] Referencesin these Guidelinesto “Loan Agreement”include any Loan Agreement providing for an IBRD loan; Financing Agreement providing for an IDA credit or IDA grant; Trust Fund Grant Agreement or Loan Agreement providing for a recipient-executed trust fund grant or loan in cases where these Guidelines are made applicable to such agreement; and the Program Agreement with a ProgramImplementingEntity related to any of the above.

[2] References to “Loan” or “Loans” include IBRD loans as well as IDA credits and grants, project preparation advances, and recipient-executed trust fund grants or loans for programs to which these Guidelines are made applicable under the agreement providing for such grant and/or loan. These Guidelines do not apply to investment project financing (to which separate guidelines apply) or to development policy financing.

[3] References in these Guidelines to“Borrower” include therecipient of an IDA credit or grant orof a trust fund grant or loan.

[4]ReferencesintheseGuidelinestothe “Bank”includebothIBRDandIDA.

[5]ReferenceintheseGuidelinestothe“Program”meanstheProgramasdefinedinthe LoanAgreement.

[6]IBRDArticlesofAgreement,ArticleIII,Section5(b);IDAArticlesofAgreement,ArticleV,Section1(g).

Definitions of Practices Constituting Fraud and Corruption

3. These Guidelines address the following defined practices in connection with the Program:[7]

(a) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperlythe actions of another party.[8]

(b) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly[9] misleads,or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(c) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(d) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(e) An "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation[10] into allegations ofa corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosingits knowledgeof matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Bank's contractual rights of audit or access to information.

4. Theabovepractices,assodefined,arereferredtocollectivelyin these Guidelines as "Fraud and Corruption."

Borrower Actions to Prevent and Combat Fraud and Corruption in Connection with the Program

5. In furtherance ofthe above-stated purpose andgeneral principles, except as otherwise agreed in writing by the Borrower and the Bank, the Borrower:

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[7] UnlessotherwisespecifiedintheLoanAgreement,whenevertheseterms areusedintheLoanAgreement, including intheapplicableGeneralConditions, theyhavethemeaningssetoutinparagraph 4ofthese Guidelines. [8] Typical examples of corrupt practice include bribery and "kickbacks."

[9] Toact"knowinglyorrecklessly,"thefraudulentactormusteitherknowthattheinformationorimpression being conveyed is false, or be recklessly indifferent as to whether it is true or false. Mere inaccuracy in such informationor impression,committed through simple negligence,is not enough to constitute fraudulent practice.

[10] Asused in the definition of "obstructive practice", the term "investigation" includes any

inquiry undertakenunder these Guidelines.

(a) takes all appropriate measures to ensure that the Program is carried out in accordance with these Guidelines;

(b) takes all appropriatemeasures to prevent Fraud and Corruption in connection with the Program,including (butnotlimitedto)adoptingandimplementing appropriate fiduciary and administrative practices and institutional arrangements;

(c) promptly informs the Bank of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, together with the investigative and other actions that the Borrower proposes to take with respect thereto;

(d) unless otherwise agreed by the Borrower and the Bank with respect to a particular case, takes timely and appropriate action to investigate such allegations and indications;reportstothe Bankontheactionstakeninanysuchinvestigation, at such intervals as may be agreed between the Borrower and the Bank; and, promptly upon the completion of any such investigation, reports to the Bank the findings thereof;

(e) iftheBorrowerortheBankdeterminesthatanypersonorentityhasengaged in Fraud and Corruption in connection with the Program, takes timely and appropriate action, satisfactory to the Bank, to remedy or otherwise address the situationandpreventitsrecurrence;providedthatnothinginthissub-paragraph(e) or in sub-paragraph (d) above obligates the Borrower to take action in direct contradiction of the applicable law of the Member Country;

(f) cooperatesfullywithrepresentativesoftheBankinanyinquiryconductedby the Bank into allegations or other indications of Fraud and Corruption in connection with the Program, and takes all appropriate measures to ensure the full cooperation of relevant persons and entities subject to the Borrower's jurisdiction in such inquiry; and

(g) ensures that any person or entity debarred or suspended by the Bank is notawarded a contract under or otherwise allowed to participate[11] in the Program during the period of such debarment or suspension.

Sanctions and Related Actions by the Bank in Cases of Fraud and Corruption

6. Infurtheranceoftheabove-statedpurpose andgeneralprinciples,exceptasotherwise agreed in writing by the Borrower and the Bank, the Bank:

[11] Forpurposesofparagraph 6(g),participation doesnotincludetheperformanceundercontractsenteredintoor other engagements began prior to the date of the Loan Agreement

(a) In caseswheretheBankdeterminesitnecessarytodosotofulfillitsfiduciarydut y, may conduct aninquiry into suchallegations orother indications, independently of or in collaboration with the Borrower;

(b) ReportstotheBorrowerontheoutcomeofanysuchinquiry;and

(c) Maysanction

(d) [12]anyindividualorentityotherthantheMemberCountry

(e) [13] ifat anytimetheBankdeterminesthatsuchindividualorentity hasengaged in Fraud and Corruption in connection with the Program or any other Bank-financed activity,orisotherwisesubjecttosanctionpursuanttoitsprevailingpolicies and procedures.

Miscellaneous

7. For avoidance of doubt, nothing in these Guidelines is intended to restrict or otherwise affect the Member Country's sovereign right to investigate, prosecute or take any other action in furtherance of its own laws and regulations. Any inquiries conducted by the Bank pursuantto these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives and procedures. Inquiries include, but are not limited to,the review of relevant accounts, records and other documents, and interviews with relevant persons.

8. Without prejudice to any provision hereof, in the event that anyaction to be taken bythe Borrower under these Guidelines may conflict with requirements of the applicable laws and regulations of the Member Country, the Bank and the Borrower will consult with a view to identifying and agreeing on alternative actions that will avoid such conflict while ensuring compliance herewith.

9. The provisions of these Guidelines do not limit any other rights, remedies[14] orobligations of the Bank or the Borrower under the Loan Agreement or any other document to which the Bank and the Borrower are both parties.

[12] Sanctions include (but are not limited to) publiclydeclaring such individual or entityineligible, either indefinitely orforastatedperiodoftime,to:(i)beawardedaBank-financedcontract; (ii)benefitfromaBank-financedcontract, financially or otherwise, for example as a subcontractor; and (iii) otherwise participate in the preparation or implementationoftheProgramor anyotherprojectorprogramfinanced,inwhole or inpart,bytheBank. The Bank may publish the identity of any individual or entity sanctioned under subparagraph 7(d).

[13] For purposes of these Guidelines, "Member Country" includes (i)officials and employees ofthe national government or of any of its political or administrativesubdivisions,and (ii) non-autonomousgovernment-owned enterprises.

[14] The Loan Agreement provides the Bank with certain rights and remedies that it may exercise with respect to the LoanintheeventofFraudandCorruptioninconnectionwiththeProgram,inthecircumstancesdescribed therein.

43. Force Majeure

43.1 Force Majeure Event

Any of the following events which is beyond the control of the party claiming to be affected thereby ("**Affected Party**") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event:

(a) act of God or

(b) any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, labour disruptions, riots or any other industrial disturbances not arising on account of the acts or omissions of the Contractor, for which no offsetting compensation is payable to the Contractor/s.

(c) acts of expropriation, compulsory takeover of the Project Site and Project Facilities by the Government or any part thereof or

(d) Any judgment or any order of a court of competent jurisdiction or statutory authority in India made against the Contractor in any proceedings which is non-collusive and duly prosecuted by the Contractor.

43.2 Obligations of Parties

(a) As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other party of the same setting out, inter alia, the following in reasonable detail:

(i) the nature and extent of the Force Majeure Event;

(ii) the estimated Force Majeure Period;

(iii) the nature of and the extent to which, performance of any of its obligations under this Contract is affected by the Force Majeure Event;

(iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

(v) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the parties under this Contract.

(b) As soon as practicable and in any case within 5 (five) days of notification by the Affected party in accordance with the preceding Clause 6.2 (a), the parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the project site in order to:

(i) assess the impact of the underlying Force Majeure Event,

(ii) to determine the likely duration of Force Majeure Period and,

(iii) to formulate damage mitigation measures and steps to be undertaken by the parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

(c) The Affected Party shall during the Force Majeure Period provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding Clause 6.2 (b) as also any information, details or document, which the Parties may reasonably require.

43.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Contract because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

(a) due notice of the Force Majeure Event has been given as required by the preceding Article 6.2;

(b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

(c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project as a result of the Force Majeure Event and to restore the Project, in accordance with the Good Industry Practice and its relative obligations under this Contract;

(d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;

(e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

(f) any insurance proceeds received shall be entirely applied to repair, replace or restore the Project Site & Project Facilities damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by the Employer.

43.4 Termination due to Force Majeure Event

(a) **Termination**

(i) If a Force Majeure Event, is an event described under Clause 6.1(a), (b) and (d), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 (one hundred and twenty) days, the parties may mutually decide to terminate this Contract or continue this Contract on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 (one hundred and twenty) days, be entitled to terminate this Agreement.

(ii) If the Force Majeure Event is an event described in Clause 6.1 (c) and the Contractor having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Contractor shall be entitled to terminate this Agreement.

Provided further, the Employer may at its sole discretion have the option to terminate this Contract at any time after the occurrence of any event described under Clause 6.1(c)

(b) **Termination Notice**

If either party, having become entitled to do so, decides to terminate this Contract pursuant to the preceding Clause6.4 (a) (i) or 6.4 (a) (ii), it shall issue Termination Notice setting out ;

(i) in sufficient detail the underlying Force Majeure Event;

(ii) the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;

(iii) the estimated Termination Payment including the details of computation thereof and;

(iv) any other relevant information.

(c) **Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

(i) the Termination Payment, if any, payable by the Employer in accordance with the following Clause 6.4 (d) is paid to the Contractor on the Termination Date and

(ii) the Project Site along with the Project Facilities are handed back to the Employer by the Contractor on the Termination Date free from all Encumbrance.

(d) **Payment upon Termination**

Upon Termination of this Contract due to a Force Majeure Event, Employer shall pay to the Contractor the appropriate amount until such Termination as per the milestone achieved by the Contractor and in accordance with the payment schedule provided at Schedules 1 and 3 respectively provided the Employer shall be entitled to deduct from this payment any amount due and recoverable by the Employer from the Contractor as on the Termination Date and release the Performance Security.

43.5 Liability for other losses, damages etc.

Save and except as expressly provided in this Article, neither party hereto shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

46.3 Suspension of Bank Loan or Credit

In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank’s suspension notice.

If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice. If the Contractor has not received sums due to it within the 28 days for eligible payment, the Contractor may immediately issue a 14-day termination notice.

46.4 **Cyber Security:** The Contractor, including its Subcontractors/

suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract

Appendix 1 of General Conditions of Contract

Salient features of major labour and other laws that are applicable to construction industry in India are given as

S. No	Name of Laws
1	Workman Compensation Act,1923
2	Payment of Gratuity Act,1972
3	Employees PF and Miscellaneous Provision Act,1952 (since amended)
4	Maternity Benefit Act,1961
5	Sexual Harassment of Woman at the work place(Prevention, Prohibition and Redressal) Act,2013
6	Contract Labour (Regulation and Abolition) Act,1970
7	Minimum Wage Act,1948
8	Payment of Wages Act,1936
9	Equal Remuneration Act,1976
10	Payment of Bonus Act,1965
11	Industrial Disputes Act,1947
12	Industrial Employment (Standing Order) Act,1946
13	Trade Union Act,1926
14	Child Labour(Provision and Regulation)Act,1986
15	Inter-state migrant workmen's (Regulation of employment & conditions of services) Act,1979
16	The Building and Other Construction works (Regulation of

	Employment and Conditions of service), Act,1996 and the cess Act of 1996
17	Factories Act,1948
18	Bonded Labour system (Abolition) Act,1976
19	Employer's Liability Act,1938
20	The Personal Injuries (Compensation Insurance) Act,1963

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause
Reference
1.1 The Employer: **The Chief Commissioner**
Address: **Bruhat Bengaluru MahanagaraPalike**
N. R. SquareBengaluru – 560 002

Name of Authorized Representative: Executive Engineer, SWD-Bommanahalli Zone, 9th Floor Jayanagar Shopping Complex, 4th Block Jayanagara, Bangalore-560011

1.1 The Name and Identification Number of the Contract:
Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water Security and Resilience Program (KWSRP) With Externally Funded Project [World Bank] in Bommanahalli Zone **Package-01** (31 Works).

Tender Reference No: EE/SWD/BMZ/TEND/02/2024-25 Date: 10/03/2025

The Work consists of Construction/Remodeling of Rcc U-Shape, Rcc Retaining wall, Rcc Box Culvert with approach slab , Chain link Fencing, Road side drains etc. and Maintenance of all the Infrastructural Facilities developed for a Defect Liability Period of 1 years as per annexure-1.

1.1 The Start Date shall be **Date of Issue of Notice to Proceed with the Work**.

1.1 The Sitesare located **along Reaches as detailed out in enclosed Key Maps**.

2.2 The following Documents also form part of the Contract:

S. No.	Document	Description of the document
1.	Construction Methodology	Construction methodology given in Tender amended as per comments of employer given in letter of acceptance.
2.	Quality control	Quality control procedures and assurance plans given in the Tender and amended as per comments of Employer given in letter of acceptance.
3.	Contractor's Environmental and Social (ES) Management Plan (C-ESMP)	(i) ES Management Strategies and Implementation Plans; (ii) Labor Influx and Worker's Camp Management Plan including the process for mitigating construction related impacts on local community; and (iii) Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract and (iv) Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) Prevention and Response Obligations
4	Code of Conduct for Contractor's Personnel (ES)	**Code of Conduct for Contractor's Personnel (ES)** The Contractor shall submit its Code of Conduct that will apply to Contractor's Personnel, to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. No substantial modifications shall be made to this form, except that the contractor may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. The code of conduct shall also state that the workers will comply with the following: (a) Wearing Personal and Protective Equipment (PPE) in the workplace at all times (b) Non-discrimination in dealing with the local community by race, ethnicity, gender, religion, disability, sexual orientation, gender identity, social or health status (c) Respectful attitude while interacting with the local community (d) Prohibit sexual harassment, particularly towards women and children (e) Prohibit violence, including sexual and/or gender based violence (f) Respecting reasonable work instructions (g) Protection and Tenderer use of the property

		Note: Consultants and all personnel including sub-consultants must sign a document outlining good practices and measures to address SEA/SH risks. Employers must follow minimum requirements and may add additional measures based on environmental and social assessments (see Appendix).
5	Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) documents	Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration and progress reports: Progress reports should include: a) Gender: Number of female workers, percentage of workforce, and gender issues addressed. b) SEA/SH and Code of Conduct Training: • Number and dates of SEA and SH prevention training events. • Number of workers trained on the Code of Conduct. c) Grievances: Number of SEA and SH allegations received, unresolved grievances, complainant's age and sex, how received, referral details, resolution status, and any required follow-up. d) Compliance: Status of compliance with the SEA and SH prevention and response action plan

3.0 Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to General Conditions of Contract.

13. Insurance requirements are as under:

Sl. No.	**Type of Cover**	**Minimum Cover for Insurance for 12 months**
i.	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
ii.	Loss or damage to equipment	Full Replacement Cost
iii.	Loss or damage to property of Third Party	Full Replacement Cost
iv.	Personal Injury or Death Insurance	Rs. 20.00 Lakh to cover 4

	a. for Third Party b. for Contractor's Employees or Labour	Persons @ Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

- The Contractor shall procure a comprehensive Contractor All Risk Insurance Policy with coverage equivalent to the contract value. The Engineer-in-Charge shall be named as the primary beneficiary, and the Contractor shall be the secondary beneficiary. A copy of the insurance policy must be submitted to the Engineer-in-Charge for review and approval.

- The Contractor shall be solely responsible for and shall indemnify the Department against any and all liabilities arising from or related to the execution of the work. Furthermore, the Contractor shall obtain and submit to the Engineer-in-Charge a third-party insurance policy with a minimum coverage of Rs. 10 lakhs per accident. The Engineer-in-Charge shall be named as the primary beneficiary, and the Contractor shall be the secondary beneficiary.

- The Contractor shall periodically provide documentary evidence to confirm the payment of premiums for all insurance policies, ensuring their validity until the completion of the work. Furthermore, the Contractor shall ensure that insurance policies are obtained for the workers of their Sub-Contractors and specialized agencies.

- The Contractor, including sub-contractors, shall ensure that all workers and supervisory staff deployed on-site are covered by comprehensive group insurance. The specific details of the insurance coverage provided shall be submitted to PMC and the Engineer-in-Charge by the Contractor or associated agencies within twenty (20) days of the project's commencement date.

- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 15 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge. No work shall be commenced by the Contractor unless the Contractor obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account.

- **Workmen's Compensation Insurance**: Workmen's compensation coverage shall be obtained by the Contractor to provide compensation to its personnel/employees engaged in the performance of this contract including personnel /employees of sub-contractors engaged by the contractor in respect of accidents and diseases of occupation and all actions, suits, claims, demands, costs, charges and expenses arising in connection with death or injury as a consequence of such accidents or diseases, whether or not such personnel lie within the scope of the Workmen's Compensation Act, 1923, or other Applicable Laws. Such coverage shall be maintained in full force and effect during the whole time that any such personnel are engaged in the execution of the Work and shall provide a waiver of subrogation in favour of

Employer and their directors, officers, employees, and agents, where allowed by law.

- **Professional Indemnity Insurance:** If Contractor provides professional services and/or design/build Work, Contractor shall effect and maintain a Professional Indemnity Insurance coverage on a claims made basis, for a Policy Limit of design fee. Such policy shall be on a project specific basis, with limits dedicated to Contractor's Work and not shared with any other work performed by Contractor, have a retroactive date no later than commencement of Work, and remain in full force and effect until 12 months after Final Completion.

17. 26. The Intended Completion Date for the whole of the Works: **11 Months from the Start Date including monsoon with the following Milestones.**

Milestone	**Physical Work in percentage (%) to be completed (Cumulative)**	**Period from the Date of Issue of Notice to proceed with the Work**
Milestone 1	30%	1/3th of Period of Completion
Milestone 2	65%	2/3th of Period of Completion
Milestone 3	100%	Final Period of Completion

21. The Site Possession Date: **Immediately after the Issue of Work Order**.

21.1 The Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: **within 10 days from the Date of Signing the Agreement**.

"The Contractor shall prepare and submit to ESMU detailed progress reports on the project's Environmental, Health, and Safety (EHS) and Occupational Health and Safety (OHS) performance. These reports shall be submitted monthly and shall include, but not be limited to, the following:

- Environmental and Social (E&S) Performance: A detailed report on the project's compliance with applicable E&S standards, regulations, and the Project's Environmental Social Management Plan (ESMP) including:
  - Progress on mitigation measures and monitoring activities
  - Identification and management of potential E&S risks and impacts
  - Stakeholder engagement and grievance redressal mechanisms
  - Occupational Health and Safety (OHS) Performance: A detailed report on the project's OHS performance, including:

  - Accident and incident reporting and investigation
  - Implementation of OHS management systems and procedures
  - Training and awareness programs for workers
  - Emergency response plans and drills
- Sexual Exploitation and Sexual Harassment (SEA&SH) Prevention and Response: A detailed report on the project's SEA&SH prevention and response efforts, including:
  - Implementation of SEA&SH policies and procedures
  - Training and awareness programs for all project personnel
  - Reporting and investigation of SEA&SH incidents
  - Grievance mechanisms and support services for victims.

Status of overall Compliance of SEA/SH Prevention and Response Action Plan.

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**

25. The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**

31. The Defects Liability Period is **12 Months, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate of the work by the Competent Authority**.

41. The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract Price** per day.

Penalty for lapses:

An amount of minimum Rs.10000 and Rs.10 lakhs for each minor non-compliance with C-ESMP and minimum Rs. 10 lakhs and maximum Rs.50 lakhs for all major non-compliances with C-ESMP in the part bill shall be withheld. The amount shall be released only if the identified non compliances are rectified within the duration specified by the ESMU/PMC. Duration specified shall consider the environmental damage/risks associated with non-compliances. Such specified duration shall not be more than 15 days. The penalty decided for non-compliances shall have a rationale and be judicious.

Reoccurrence of the minor non-compliances shall be treated as major lapse.

Reoccurence of all major non compliances, a penalty of Rs. 50 lakhs shall be levied for each such non-compliance.

41. The Maximum Amount of Liquidated Damages for the whole of the Works:

10% of Final.

42. The following Events shall also be Fundamental Breach of the Contract.

1. The Contractor has contravened Clauses 7 and 9 of CC.

50.1 The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be **30%**.

Special Condition of the Contract

4.0 **Contractor to Construct the Works including protection of environment and assurance of public health and safety, facilitate effective RAP**

a) The contractor shall implement the mitigation and monitoring measures given in the ESMP to address E&S risks associated with the construction works. The Contractor shall refer to the Environmental and Social Impact Assessment (EIA) of the projects, which is available on the BBMP website at https://crda.ap.gov.in/ for further guidance.
b) **Cost Allocation for E&S Provisions:** Any items, activities, or costs already accounted for in the Bill of Quantities (BOQ) or used in calculating the BOQ shall not be claimed from the Environmental & Social (E&S) provisions budget of 1%. The E&S provisions budget must exclusively cover new, additional costs directly related to environmental and social safeguards.
c) Payments towards implementation and compliance of C-ESMP will be made as part of the works bill (i.e. equivalent to 1% of the works bill), after duly certified by the PMC and ESMU.

SECTION 7: Specifications

For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRT&H shall be referred to.

SECTION 8: Drawings

Drawings uploaded in the Karnataka Public Procurement Portal and as provided by the Employer.

SECTION 9: Financial Bid

Financial Bid (Bill of Quantities) is uploaded in the Karnataka Public Procurement Portal.

Note to Bill of Quantities:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).

2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.

3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern
   [Refer ITT Clause 24.1(a)].

4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____ [Amount of Guarantee][7] Rupees_____ [in Words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of the Defects Liability Period.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

7 An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

8 An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
The Chief Commissioner
Bruhat Bengaluru MahanagaraPalike
N. R. Square
Bengaluru – 560 002

In accordance with your **Tender No. EE/SWD/BMZ/TEND/02/2024–25,Dated: 10-03-2025.**for the Work of Construction of Flood Protection Structures to Storm Water Drain including RCC Retaining walls, Water retention Structures, Nature Based Solutions Structures, Culverts and Bridges Under Karnataka Water Security and Resilience Program (KWSRP) With Externally Funded Project [World Bank] in Bommanahalli Zone **Package-01** (31 Works).

(hereinafter called “the Tender”), M/s. _____ one of the Tenderers (hereinafter called the “the Tenderer”) having its Registered Office at _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. _____ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, _____ (Name of Bank) of _____ (Name of Country) having our Registered Office at _____ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru MahanagaraPalike, N. R. Square, Bengaluru – 560 002 (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _____ day of _____ 2024.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
   a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
   b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.
This Guarantee will remain in force upto and including _____ (Date) i.e. 135 (one hundred and Thirty Five) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____

Signature of the Bank _____
Seal of the Bank _____

Signature of the Witness _____

Name and Address of the Witness _____